

NIGH GOLDENBERG RASO & VAUGHN PLLC

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

**IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION**

No. 3:23-md-03084-CRB

**DECLARATION OF SAMANTHA HOEFS
IN SUPPORT OF NGRV'S MOTION TO
WITHDRAW AS COUNSEL FOR
PLAINTIFF J.C.**

This Document Relates to:

J.C. v. Uber Technologies, Inc., et al.
Case No. 3:24-cv-03965

I, Samantha Hoefs, declare:

1. I am an attorney in the law firm of Nigh Goldenberg Raso & Vaughn PLLC. I am admitted *pro hac vice* to practice before this Court. I make this declaration based on my own personal knowledge. If called upon to testify, I could and would testify competently to the truth of the matters stated herein:
2. Plaintiff J.C. has not responded to any efforts to reach her made by myself or my staff since July 23, 2024.
3. Plaintiff J.C.'s failure to communicate with our firm has presented a circumstance covered by Rule 1.16(b)(4) of the California Rules of Professional Conduct. We are unable to meet

1 discovery deadlines and otherwise prosecute her case without her input. It is my opinion that
2 our withdrawal from the case has become necessary.

3 4. Under the California Rules of Professional Conduct 1.16(d), my firm has taken all reasonably
4 available steps to avoid prejudice to the rights of Plaintiff J.C.

5 a. Before and throughout the time period described below, Plaintiff J.C. received
6 numerous letters, emails, text messages, and telephone calls requesting that she contact
7 our office. These communications included 5 letters, 20 phone calls, 29 emails, and 33
8 text messages. In these unanswered communications, we repeatedly explained the
9 need for her continued participation in the case, the risk that her case may be dismissed,
10 and that we would need to withdraw as counsel, if she did not contact our office.

11 b. Throughout the course of our representation of Plaintiff J.C., she was minimally
12 responsive, before ceasing communication altogether. In advance of the Plaintiff Fact
13 Sheet Deadline, our office notified Plaintiff J.C. by telephone call, email, text message,
14 and letter that we required input from her to complete her Plaintiff Fact Sheet but did
15 not receive the requested information from her in advance of the deadline. Our office
16 submitted a Plaintiff Fact Sheet on Plaintiff J.C.'s behalf to avoid prejudice to her but
17 could not complete the Plaintiff Fact Sheet without input from Plaintiff J.C., resulting
18 in a deficiency. We notified Plaintiff J.C. by telephone call, email, text message, and
19 letter that we needed input from her to correct the Plaintiff Fact Sheet deficiencies by
20 the deadline to avoid dismissal of her case, but J.C. was nonresponsive to these
21 communication attempts.

22 c. On October 8, 2024, we sent Plaintiff J.C. an email explaining that if she did not
23 contact us by October 10, 2024, we would choose to withdraw as counsel; this letter
24 also offered Plaintiff the option to voluntarily dismiss her case. On October 9, 2024,
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1 we sent Plaintiff J.C. a text message explaining that if she did not contact us by October
2 10, 2024, we would choose to withdraw as counsel.

3 d. On October 15, 2024, we sent Plaintiff formal notice of our intent to withdraw as
4 counsel by email and US mail.

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6 5. During this time period, we met and conferred with Defendants to request and obtain multiple
7 extensions to cure Plaintiff Fact Sheet deficiencies that resulted from our inability to obtain
8 Plaintiffs' input and verification.

9 6. To date, Plaintiff J.C. has not agreed to voluntarily dismiss her claims and has not informed
10 our firm that alternative counsel has been retained.

11 7. We informed Uber of our intent to withdraw from this case on October 15, 2024.

12 8. Our withdrawal from this case will not impact the timing or schedule of this litigation, and we
13 have taken all reasonable steps possible to avoid prejudice to Plaintiff by informing her of her
14 options and the consequences of failing to comply with case deadlines.

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16 9. I understand that pursuant to Local Rule 11-5(b), leave to withdraw may be conditioned on
17 our firm continuing to accept papers to forward to the client. We are able to accept this
18 responsibility.

19 Executed this 29th day of October, 2024 in Minneapolis, Minnesota.

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21 /s/ Samantha Hoefs
22 Samantha Hoefs
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